

Attachment C

General Grant Conditions and Requirements

Overview and Purpose

The State of Alaska Department of Labor and Workforce Development (DLWD) has received FY14 state funding to support training projects focused on the identified occupations relating to the oil and gas industry. This one-year funding focuses on supporting elements needed for skill development or improvement in a designated occupation and a description of the job-linked outcome that results from the training. Successful applications will identify program partners and/or resources that will be used in implementing the project.

Rules for the administration of the program are outlined in Alaska State Statute, Section 23.15.580c. In accordance with these rules, funds will be allocated directly to the successful applicants to implement the Oil and Gas Occupations Training Program.

Grant Provisions

Article 1. Eligible Activities

Proposed projects and activities must be aligned with the strategies outlined in Alaska Oil and Gas Workforce Training Plan (formerly the AGIA Training Plan) and must:

- (a) target one or more of the priority occupations identified in the plan;
- (c) provide at least a partial funding match from employer(s), trainer, or trainees, including in-kind use of facilities and equipment; and
- (d) be coordinated with partners, including at least one business/industry partner as demonstrated by a letter of interest or intent to hire trainees upon program completion.

Article 2. Required Activities

To be eligible for a grant under this program, proposed projects and activities will be aligned with the 113 oil and gas identified occupations and **must include the following information:**

- a) The targeted occupation(s) that will be the focus of the training;
- b) The skill development or skill improvement that will be achieved;
- c) Where the training will be delivered;
- d) Program partners or resources that will be used ;
- e) How many individuals will be trained and how trainees will be recruited or selected; and
- f) A description of the job-linked outcomes that will result from the training.

Additionally, successful applicants must agree to:

- a) retain any inventoried equipment ★ purchased with the grant funds for a minimum of three years; and
- b) comply with reporting and invoicing requirements.

Article 3. Disallowed Costs

Grant funds may **not** be used to pay for regular on-going salaries or for any administrative costs including indirect expenses.

Article 4. Matching Requirement

Grantee shall use the identified match funds or in-kind assignments of personnel, equipment, professional/administrative services and/or instructional supplies that support the proposed grant activity after the signing of this grant agreement and before June 30, 2014.

Article 5. Reports

Grantee shall furnish the department with the required reports, including the end-of-year closeout report, in accordance with Attachment E to this agreement.

Article 6. Cost Reimbursement

Grants awarded under the FY14 Oil and Gas Training Program are cost reimbursable grants. In order to be considered for payment, reimbursement requests must be submitted in accordance with Attachment D to this agreement.

Article 7. Expiration of Grant Funds

All grant funds **must** be expended during the FY14 fiscal year (i.e. before June 30, 2014). Grantees may **not** carry over any unused grant funds.

Article 8. Budget Revisions

Grantee shall demonstrate fiscal responsibility in the expenditure of all grant funds towards the successful implementation of the approved project. The department will consider approval of reasonable and justified budget revision requests submitted in accordance with Attachment E to this agreement.

Article 9. Equipment Retention

Any inventoried equipment that is approved and purchased with these grant funds must be retained by the applicant for a period of at least three years from the end of the project (i.e., until June 30, 2017). During that time it may not be sold, given away, surplus, or otherwise disposed of without prior approval from the department.

Article 10. Accounting Procedures

Grantee shall: (1) establish a separate fund and accounting codes for receipt and disbursement of grant funds; (2) administer grant funds in accordance with this agreement; and (3) provide regular periodic reporting to the department regarding grant-financed activities and disposition of grant funds.

Article 11. Recordkeeping

Grantee shall maintain all appropriate records related to the grant, including (1) records used for determining an individual's eligibility to receive training or employment assistance; (2) training curricula and related materials; (3) participant attendance at the training; (4) testing materials and results; (5) any certifications or other credentials earned by participants as a result of the training; (6) all accounting records related to the receipt and expenditure of grant funds and other contributed or leveraged money; (7) all reports submitted to the department and all documents supporting how the reports were prepared; (8) any other documents that record the activities that occurred under the grant or through the use of grant funds; and (9) any documents required by this agreement.

Grantee shall maintain these grant-related records for at least three years after the date the grant is formally closed. If grantee has an unresolved audit finding, questioned costs, litigation, or grievance at the end of the three-year period, grantee shall maintain the records until the matter is fully resolved.

Article 12. Monitoring

Grantee shall ensure that grantee's records relevant to the expenditure of grant funds are available to the department for periodic monitoring. The records must be made available for inspection no later than 24 hours after a request by the department.

Article 13. Legal Authority and Compliance

Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this agreement. Grantee's relation to the department and the State of Alaska shall be at all times as an independent contractor.

Grantee certifies that all activities performed under this grant will comply with applicable Federal, State, and local laws, regulations, and policies; as well as department rules, regulations, policies, procedures, and directives.

Article 14. Indemnification

Grantee shall indemnify, save and hold harmless, and defend the department and the State of Alaska, its agents, employees, and contractors for any and all claims or actions for injuries or damages sustained by any person or property arising out of or in connection with any acts or activities authorized by this grant agreement. Grantee's duty to indemnify, save and hold harmless, and defend shall apply regardless of whether it is also alleged that the department's or the State's acts or omissions contributed to the injury.

Article 15. Certification Prior to Working with Minors

Grantee certifies that no employee, paid contractor, or unpaid volunteer or consultant working on any portion of the grant-funded project will have contact with minors who are part of the grant project unless the person has successfully passed a criminal background check in the same matter as required for teacher certification under AS 14.20.020 and 4 AAC 12.300.

Article 16. Nondiscrimination

Grantee may not discriminate against any employee, applicant for employment, applicant for services under this grant, or recipient of services under this grant because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood. Grantee shall post in a conspicuous place available to employees, applicants for employment, applicants for services under this grant, or recipients of services under this grant a notice setting out the provisions of this paragraph.

Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, or pregnancy or parenthood.

Grantee shall include the provisions of this article in every contract or agreement related to this grant agreement, and shall require the inclusion of these provisions in every contract or agreement entered into by any of its contractors or subcontractors, so that those provisions will be binding upon each contractor or subcontractor.

Grantee shall cooperate fully with state efforts that seek to remedy unlawful discrimination, and with all other state efforts to guarantee fair employment practices under this grant, and shall promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices. Full cooperation includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if requested by any official or agency of the state; permitting grantee's employees to be witnesses or complainants in any proceeding involving questions of unlawful discrimination if requested by any official or agency of the state; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of grantee's facilities; and promptly complying with all state directives considered essential by any office or agency of the state to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

In addition to State of Alaska nondiscrimination requirements, grantees who are recognized on the Eligible Training Provider List of Alaska (ELTPL) are partners in the Alaska Job Center Network must follow 29 Code of the Federal Regulations Part 37 with regard to additional requirements for nondiscrimination.

Article 17. Termination

Either the grantee or the state may terminate the grant agreement in whole or in part with the consent of the other. In this case, the parties shall come to a mutual agreement concerning the conditions of termination, effective date, and in the case of partial termination, the portion being terminated.

If grantee fails to comply with the terms and conditions of this grant agreement, or with the terms and conditions grantee's original application and any approved variations thereto, the department may terminate the grant in whole or in part, or pursue any other legally-available remedies. The department may also terminate a grant if grantee provided false or misleading information in grantee's original application. The department shall notify grantee in writing of its decision to terminate, the reason for termination, and the effective date of termination.

Article 18. Withdrawal of Funds

In the event that state funding is withdrawn, reduced, or limited in any way after the effective date of this grant agreement and prior to June 30, 2013, the department may terminate the grant, reduce funding, or re-negotiate subject to the new funding limitations and conditions.

Article 19. Ownership of Materials

Ownership of any copyrights, patents, or other proprietary interests that may result from grant programs or activities shall be governed by applicable state statutes and regulations. The department retains the rights for no-cost use or replication of any materials, designs, or programs developed through the use of these funds.

Article 20. Correspondence and Promotional Materials

Correspondence and promotional materials for this program will include the following statement; "This training is funded in part by the Oil and Gas Occupations Training Fund through the Department of Labor and Workforce Development/Division of Business Partnerships."

Definitions

Oil and Gas Training

For any occupation identified in Attachment A, whether or not the intended employer is involved in oil or gas exploration, development, or distribution, an organized educational and experiential learning program that provides not only career development skills but also academic **and** technical skill competencies that prepare a learner for the next step in his/her career path, whether that is further training, education, or a job.

Budget Revision

Request by the grantee to modify a portion of the approved budget, required if the change is more than 10% of the original budget amount for that item. A Budget Revision request must be submitted to the department Program Manager on a form supplied by the department before the funds are expended.

Contractual

Budget category for services rendered in fulfillment of a specific contract; for example, a consultant who provides technical assistance; a teacher who develops curriculum after normal school contractual hours; an industry expert who trains instructors.

Program Development Activities and Costs

Expenses for activities that relate to development or upgrading of a program, NOT including physical items. Program development costs may include contractual services, curriculum development, travel for training or other grant-related purposes, audio or video-conference fees, training fees, online subscriptions to testing or training, professional development, conference fees, extra-duty contracts, etc.

Equipment, Material, Supplies

In general, any physical item that is purchased in support of the program, including shop-type equipment, computers and peripherals, textbooks or other print resources, software, paper, safety gear, etc. For purposes of this grant, “equipment” is considered any item that is capitalized and booked as an asset. Grantees must agree to keep and properly maintain it for at least three years from the end of the grant. Note that ALL purchases must be within the approved scope of the project.

Travel Report

A brief report submitted to the department by staff whose travel was supported by these grant funds. The grantee’s Program Manager submits the Travel Report along with the Request for Reimbursement for the travel expenses.

Request for Reimbursement (Reimbursement Request)

The actual invoicing or billing from a grantee to the department, using a form supplied by the department. Grant funds are not considered “spent” until the department Project Manager approves the Reimbursement Request and the department’s fiscal office issues a reimbursement check to the grantee. Reimbursement Requests along with the supporting documentation must be submitted and approved for reimbursement.

Grantee Program Manager – designated on the cover of the Application Form

The person designated by the grantee to be the main point of contact for ALL grant-related communication from the department office. The Grantee Program Manager is responsible for gathering all information, both fiscal and programmatic, and submitting the required information to the department. This includes budget revision requests, reports, reimbursement requests and invoices, travel reports, etc.

Salary or Personnel

Regular, ongoing pay that a staff member receives for the duties he/she is regularly assigned and that take place during the regularly-scheduled work-day. Oil and Gas Training Program Grant funding may NOT be used for any regular salary expenses.

Administrative Costs/Indirect Costs

Oil and Gas Training Program funding may NOT be used for any administrative costs. These include any costs associated with administering the grant funds, such as partial salary for a program manager or fiscal staff, etc. Indirect expenses such as utilities and facilities may be allowed for funding if authorized by the department.